



Board of Education of Prince George's County  
13300 Old Marlboro Pike, RM 20  
Upper Marlboro, MD 20772

**INVITATION FOR BID  
FURNISH AND DELIVER LARGE KITCHEN EQUIPMENT  
IFB 005-21**

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**ISSUED BY:** Purchasing & Supply Services  
Attention: Francine Morris

**IFB NUMBER:** IFB 005-21

**RELEASE DATE:** April 20, 2021

**BID DUE DATE:** May 18, 2021 at 2:00 p.m. EST

**PRE-BID MEETING:** N/A

**DIRECT INQUIRIES TO:** E-mail: [pg\\_Francine.Morris@pgcps.org](mailto:pg_Francine.Morris@pgcps.org)  
[Karen4.Johnson@pgcps.org](mailto:Karen4.Johnson@pgcps.org)

**BID DOCUMENTS**

The bid documents may be obtained by:

1. Downloading the document from the Board's website at: [www.pgcps.org](http://www.pgcps.org) or clicking on the following link: <http://www.pgcps.org/purchasing/bidsnew.aspx>.
2. Access solicitations on eMaryland Marketplace @ <https://procurement.maryland.gov/>
3. Contact the Purchasing Department at 301-952-6560
4. Visiting the Purchasing Department between the hours of 9:00 AM and 4:00 PM, Monday through Friday, excluding holidays. The Purchasing Department is located at 13300 Old Marlboro Pike, Room 20, Upper Marlboro, MD 20772-9983.

Bidders are cautioned not to make changes to any of the terms and conditions or specifications in this solicitation. Doing so may render a Bidder's bid unacceptable and subject to rejection.

Questions and inquires may be addressed as outlined in Part II, Item 4 of this solicitation. ALL questions must be directed to the Buyer specified above. Failure to adhere to this requirement may subject the bidder to immediate disqualification.

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## **PART 1: SCOPE OF WORK**

### **1.0 INTRODUCTION**

The purpose of this solicitation is to Furnish and Deliver Large Kitchen Equipment solely for the Food & Nutrition Services Department of Prince George's County Public Schools for the requirements listed in this solicitation.

### **2.0 BACKGROUND**

The Board of Education of Prince George's County (The Board) serves the needs of public education in Prince George's County, covering approximately 1,789 square miles, with a residential population of more than 904,430. It is the second largest public school system in the State of Maryland. The Board operates 240 facilities over a ten-mile radius, which includes Pre-k, elementary, middle, and high schools as well as special education centers and alternative schools. The Central administration headquarters is located at 14201 School Lane, Upper Marlboro, Maryland.

The Board currently has approximately 132,000 students, 19,600 employees and an annual operating budget of \$2.2 billion.

### **3.0 SCOPE OF WORK**

The BOARD requests bids for Furnish and Deliver Large Kitchen Equipment solely for the Food & Nutrition Services Department of Prince George's County Public Schools. The specifications are contained in the Invitation for Bid. Responses submitted must meet or exceed all requirements. Bids that do not meet or exceed all requirements will be considered non-responsive. All exceptions must be noted.

### **4.0 NON-EXCLUSIVE**

The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board and is considered to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.

## **CONTRACTORS IN LEGAL PROCEEDINGS WITH PGCPs**

**PGCPs recognizes the significant costs and imposition on the time of personnel associated with legal proceedings. Accordingly, PGCPs has adopted a process stating that:**

**“One factor, among others, that are to be considered when awarding a contract or purchase order is the existence of a pending legal dispute – whether in court or an alternative dispute forum – with any contractor or vendor which has submitted a bid or proposal. Before including consideration of the legal dispute as a factor, the Procurement Officer shall seek the advice of the Office of General Counsel regarding the legal dispute and shall obtain the concurrence of the CEO or his designee.”**

## **PART II: GENERAL TERMS AND CONDITIONS**

### **1.0 STATEMENT OF CONFIDENTIALITY**

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. The selected vendor agrees not to disclose or knowingly use any confidential or proprietary information of the Board and/or third party participant.

Bid submissions are subject to the Maryland Public Information Act (Education Article, Maryland Annotated Code, §10-611, et seq.). In accordance with the Act, certain information is subject to public disclosure. Please be advised that should you deem any portion of your bid as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

### **2.0 TERM OF AGREEMENT**

The anticipated terms of this contract shall be three **(3) years** from the date of award. Prices shall remain firm for the entire initial term of the contract.

The bidder warrants that prices for the bid under this IFB are not higher than prices currently extended to any other governmental agency for the same product or service.

Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. **The term of renewal shall not exceed two (2) additional one (1) year periods.**

### **3.0 PRE-BID MEETING (N/A)**

A pre-bid meeting is scheduled for XXXX from XXXX Eastern Time. PGCPs Facilities Administration Building, 13300 Old Marlboro Pike, Upper Marlboro, MD 20772.

While attendance at the pre-bid meeting is not mandatory, the information presented is informative. All interested Offerors are encouraged to attend in order to be better able to prepare an acceptable bid.

### **4.0 QUESTIONS AND INQUIRIES**

No interpretation of the meaning of the specifications or other documents will be made to any Supplier orally. Questions shall be submitted in writing to the Point of Contact (see Part II, § 5.0). To be given consideration, the questions must be received **NO LATER THAN APRIL 27, 2021 at 1:00 p.m., EST.** Questions that are deemed to be substantive in nature will be responded to in the form of an addendum and posted on PGCPs website [www.pgcp.org/Purchasing](http://www.pgcp.org/Purchasing) and [www.emarylandmarketplace.com](http://www.emarylandmarketplace.com). Please do not submit questions in PDF format.

**Questions Due: April 27, 2021**

**Addendum Posted: May 3, 2021 - (estimated date only)**

### **5.0 POINT OF CONTACT**

**Francine Morris, Senior Buyer (Contractor)**

### **TECHNICAL CONTACT**

**CLAY BERRY**

**Karen Johnson, Procurement Specialist**  
Email: [pg\\_Francine.morris@pgcps.org](mailto:pg_Francine.morris@pgcps.org)  
[Karen4.Johnson@pgcps.org](mailto:Karen4.Johnson@pgcps.org)

**(Please do not contact)**

## **6.0 CONTRACT MONITOR/BOARD SUPERVISION**

The Contractor's performance will be under the direction of the Buyer/Requesting Department who will be responsible for ensuring contractor's compliance with the requirements of this contract to include managing the daily activities of the contract, providing guidance to the contract, and coordination. The Contractor shall be accountable to the end users on all matters relating to the scope of work.

## **7.0 CONTRACT TYPE**

The contract resulting from this solicitation will be a fixed-price contract.

## **8.0 PAYMENT TERMS**

The Contractor shall submit an invoice detailing the product or services provided and the actual costs incurred. Payment shall be in accordance with line item price on the purchase order and made within Net 30 days upon receipt of invoice.

The Board reserves the right to reduce or withhold contract payment in the event the Contractor does not provide the Department with all required deliverables within the timeframe specified in the contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the contract.

## **9.0 INVITATION FOR BID (IFB) REVISIONS**

Should it become necessary to revise any part of this IFB, addenda will be posted on [www.pgcps.org/purchasing](http://www.pgcps.org/purchasing) and [www.emarylandmarketplace.com](http://www.emarylandmarketplace.com). All addenda, amendments or changes issued shall be deemed received by Offeror provided they are posted to eMaryland Marketplace or the Board website. Failure of any Offeror to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Offeror from any obligations under this IFB as amended by all addenda. All addenda so issued shall become part of the award.

## **10.0 SUBMISSION DEADLINE**

In order to be eligible for consideration, a hard copy delivered/sent to the Purchasing Office no later than, **May 18, 2021 at 2:00 p.m., in Room 20.**

- Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal in the Office of Purchasing & Supply Services prior to the deadline. Any proposal received in the Purchasing Office after the submission deadline, will be returned unopened. Delivery to the Board's mailroom, lobby etc. shall constitute delivery to the Purchasing Office located at 13300 Old Marlboro Pike, Room 20, Upper Marlboro, MD 20772.

**And**

- **EMaryland Marketplace Advantage:**

<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage> no later than May 18, 2021, at 2:00 p.m.

## 11.0 BID OPENING

**Please Note: Due to Covid-19 pandemic restorations, bid openings will not be open to the public. See above section 10.0 Submission Deadline for Instructions on Electronic Submissions.**

The Board shall receive sealed bids until the bid due date indicated on the bid front cover sheet and Section II.10. At the time of the bid opening (as directed on the front cover sheet and in Section II.10), the Buyer or designee shall open all bids received, and record all responses.

Due to the bid openings not being opened, publicly a copy of the bid tabulations will be made available to all interested vendors, upon written request submitted to: **pg\_Francine.morris@pgcps.org** and **Karen4.Johnson@pgcps.org**.

Please refer to PGCPs **website** and **eMaryland Marketplace Advantage** for updates.

## 12.0 DURATION OF BID

A bid submitted in response to this solicitation is binding upon the bidder and is considered irrevocable for a minimum of 120 days following the closing date for receipt of initial bids.

## 13.0 MINORITY BUSINESS ENTERPRISE PROGRAM

For all projects estimated to cost \$100,000 MBE requirements shall apply. MBE goal requirements will be specified in the solicitation requested for each individual project. Should an awarded project be designated as State funded, the successful vendor will be required to submit Administrative Procedures 7419 Minority Business Enterprise forms to be in compliance with the State Regulations.

All bidders must adhere to individual project Minority Business Enterprise (MBE) requirements, without altering the unit bid prices awarded under the prequalification solicitation. MBE goals will be determined on a project-by-project basis, but maybe 15% or 30%.

**LOCAL MBE INITIATIVE:** In accordance with Prince George's County School goals promoting minority and locally based purchases, if all other factors are equal, priority shall be given to a locally based firm. "Locally based firm" in this instance refers to a company or firm with a primary business address located within the geographical boundaries of Prince George's County.

**MINORITY BUSINESS ENTERPRISE PROGRAM – PROHIBITIONS:** State Law HB 389 and SB 611, Prime Contractors are prohibited by law from including a certified MBE in a bid or proposal without requesting, receiving, or obtaining the MBE's authorization. The contractor must also use the MBE's services to perform the contract. In addition, the contractor may not pay the MBE solely for the use of its name in the bid or proposal.

Prime Contractor may be prosecuted if they fail to comply with the law. The Board is required under the law to report the violation.

#### **14.0 E- COMMERCE**

The eMaryland Marketplace (<https://ebidmarketplace.com>) and PGPCS Purchasing Website <https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage> are the primary sites for Prince George's County Public Schools to post solicitations over \$25,000. This website also serves to publish any addenda, associated materials, bidder/offeror questions and the Board's responses, and other solicitation related information. Notices of solicitations are also posted on our website [www.pgcps.org/purchasing](http://www.pgcps.org/purchasing) in accordance with State Finance and Procurement Article 13-103 Competitive Sealed Bids, Article 13-104 Competitive Sealed Proposals, and Article 13-107 Sole Source Procurements.

The eMaryland Marketplace law became effective on June 1, 2008 and requires units of State government, including those otherwise exempt from State procurement law, and all local government entities, to publish notices of procurement on the State's e-commerce website eMaryland Marketplace (eMM). All bidders are required to register with eMaryland Marketplace, so that the award notice can be properly published.

Bidders wishing to do business with the BOARD are asked to register with the Purchasing Department. The successful bidder must be an active vendor in Oracle to receive Purchase Orders and Payment. Instructions on how to register are detailed on the Purchasing website @ <http://www.pgcps.org/isupplier/>.

Prince George's County Public Schools does not discriminate in educational programs, activities or employment on the basis of race, color, national origin, sex, age, religion or disability. Respondents will be required to comply with all applicable requirements pertaining to fair labor, state and local government.

#### **15.0 INSURANCE**

Failure to provide the required insurance coverage by either of the two (2) methods described in Appendix E when the bid is submitted may result in rejection of your bid as being non-responsive.

#### **16.0 LIQUIDATED DAMAGES**

The successful respondent accepts this contract with the understanding that should they fail to complete the work/delivery in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the bid document.

#### **17.0 FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS**

##### **Employees Having Direct Contact with Students:**

- A. Any and all current and future employees of Consultant who have direct contact with students must have a fingerprinting criminal background check conducted by the Maryland Criminal Justice Information System (CJIS) and the FBI, a Child Protective Services clearance conducted by the Prince George's County Department of Social Services, and complete the SafeSchools training module – Prince George's County Child Abuse: Mandatory Reporting and any other required training as appropriate.

- B. All background checks must be completed 15 business days prior to beginning work in and around PGCPs property or engaging in any authorized activities involved PGCPs students. The background checks must be completed by the Fingerprinting Office in the Sasscer Administrative Building or by the PGCPs satellite fingerprinting offices located in Prince George's County. No person may begin working in PGCPs until 15 days after completing the background clearance process (fingerprint and CPS) and required online training through SafeSchools.
- C. Prior to initiating any work at a school building, current and future employees of Consultant must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- D. Pursuant to M Education Code Ann. §6-113.2 (Code), a contractor of a Board of Education who provides a services to a school or the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. Consultant shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPs upon request

#### **17.1 RESTRICTIONS ON EMPLOYEE ASSIGNMENTS**

Vendors are prohibited from assigning the following persons from working at a PGCPs location:

- A. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- B. Individuals convicted of a crime involving third or fourth degree sexual offence under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in Section 14-101 of the Criminal Law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113)
- C. Individuals identified as an alleged abuse following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

#### **18.0 VENDOR RESPONSIBILITIES**

- A. The Vendor agrees to provide the designated PGCPs representative with a list of all current employees and an immediate update of changes in personnel, employees, contractor's subcontractors, agents, volunteers, outsourced temporary staff and any instructors. All correspondence should include the following information as applicable:
  - 1. title of the project
  - 2. school/office
  - 3. solicitation number
  - 4. contract number; and
  - 5. PGCPs representative/project manager



## **19.0 BONDING (N/A)**

Respondents may be required to submit a bid bond in the amount of five percent (5%) as determined by the BOARD and specified in the IFB to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that may exceed \$100K. (COMAR21.06.07.10)

The Bond must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.**

### **PERFORMANCE AND LABOR BOND**

The successful respondent may be required to submit a performance and/or labor bond, Cashier's or Certified Check in the amount of one hundred percent (100%) as determined by the BOARD and specified in the IFB, of all phases of the contract to ensure the satisfactory completion of the work for which a contract or purchase order is awarded that exceeds 100K. (COMAR 21.06.07.10) The Board reserves the right to request performance and labor bond.

The Bond, Cashier's or Certified Check must be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO MARYLAND 20772-9983.**

## **20.0 TERMS AND CONDITIONS**

Any contract entered in connection with this solicitation shall be subject to these General Terms and Conditions except as otherwise modified herein.

It shall be the Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and county laws, rules, ordinances, statutes, etc., that may impact this contract. The Board shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, The Board may find said Contractor in default.

In the event of conflict between the General Terms and Conditions and any part or portion of the Special Conditions (Appendix A), these General Conditions shall take precedence.

In the event of conflict between this solicitation any of the General Terms and Conditions proposed by any bidder, or incorporated in any acknowledgement of contract awarded to the successful bidder, then, and in such event, the terms and conditions stated herein shall take precedence unless modified in writing by the Director of Purchasing & Supply Services, Prince George's County Public Schools.

## **21.0 BASIS OF AWARD**

Contract(s) shall be awarded to the qualified, lowest responsible and responsive bidder(s) offering the lowest bid price on the total lump sum for the entire contract term. Contract can be awarded to multiple bidders(s).

Pricing shall remain firm for the initial term of the agreement.

## **22.0 OPTION TO RENEW CONTRACT PERIOD**

- A. Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The term of renewal shall not exceed two (2) additional one (1) year periods.
- B. The Board expects all vendors to provide year over year cost reductions recommendations.
- C. Price decreases are acceptable at any time, need not be verifiable, and are required should the contractor/producer/processor/manufacture experience a decrease in costs associated with the execution of the contract.
- D. Price adjustments from the contractor/producer/processor/manufacture for any/all items may be considered at renewal. The request is subject to approval by the Contracting Officer. The request must be submitted in writing at least sixty (90) days prior to the renewal term and shall be accompanied by supporting documentation.
- E. Should the awarded vendor, at any time during the life of the contract, sell materials of similar quality to another customer, or advertise special discounts or sales, at a price below those quoted within the contract, the lowest discounted prices shall be offered to Prince George's County Public Schools.

## **23.0 STATE OF MARYLAND CERTIFICATE OF GOOD STANDING**

Bidder shall submit a State of Maryland Certificate of Good Standing or other State of Maryland issued documentation verifying the bidder is in Good Standing with the Department of Assessment and Taxation of Maryland and/or registered to do business in the State of Maryland.

**Certificates of Status may be obtained on line at <http://www.dat.state.md.us>.**

This requirement applies to both Domestic and Foreign (out of state) Bidders. Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation.

## **24.0 PERSONALLY IDENTIFIABLE INFORMATION (PII)**

**Personally Identifiable Information** includes any information that can be associated with or traced to any individual, including an individual's name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement, including transactional and other data pertaining to users. The parties will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of Personally Identifiable Information. In no event may PII be sold or transferred to third parties, or otherwise provide third parties with access thereto. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.

## **PART III: BID SUBMISSION REQUIREMENTS**

### **1.0 GENERAL FORMAT**

Submission of the bid response is via electronic portal, eMaryland MarketPlace Advantage as well as one (1) original via hardcopy and one (1) copy submittal is required. Only proposals that are submitted via eMMA will be utilized during the evaluation process. Proposals that are not submitted via this portal will be ruled non-responsive.

It is the Respondent's responsibility to submit their proposals on time via the electronic portal. It is also the Respondent's responsibility to ensure the proposal has been uploaded properly on eMMA. Therefore, it is recommended that Respondents become familiar with this portal as well as the submission process prior to the due date and time of this solicitation. Any questions regarding how to submit proposals via the electronic portal shall be directed to eMMA.

PGCPS reserves the right to request proof of submission of the bid response submitted via the electronic portal.

1. Hardcopy sent to the Purchasing Office no later than, May 27, 2021 @ 2:00pm. Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal in the Office of Purchasing & Supply Services prior to the deadline. Any proposal received in the Purchasing Office after the submission deadline, will be returned unopened. Delivery to the Board's mailroom, lobby, etc. shall constitute delivery to the Purchasing Office located at 13300 Old Marlboro Pike, Room 20, Upper Marlboro, MD 20772-9983

Bidder submission shall be labeled on the outside of each submitted package with the following:

- Bidder's name and business address;
  - Bid Due Date/Time for receipt of Bids, and
  - Invitation for Bid (IFB) number and Title
2. eMaryland Marketplace Advantage:  
**<https://emma.maryland.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage>** no later than May 27, 2021 @ 2:00 pm.

**NOTE:** Vendors/Bidders/Proposers will be required to submit hard copies with original signatures when required/requested by the PGCPS Purchasing Department.

Each bid must include a Transmittal Letter and Table of Contents All pages must be numbered consecutively from beginning to end and separated by tabs as described below:

1. **TRANSMITTAL LETTER (TAB A):** Bids are to be accompanied by a brief transmittal letter prepared on the bidder's letterhead, and signed by an individual who is authorized to commit. The Offeror to the services and requirements in the IFB. This transmittal letter shall include:
  - a. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the bidder to the contract, who will receive all official notices concerning this IFB.

- b. The bidder's Federal Tax Identification Number or Social Security Number.
  - c. Acknowledgement of all Addenda to this IFB. (Appendix G)
- 2. **FISCAL INTEGRITY (TAB B):** Bidder shall submit a State of Maryland Certificate of Good Standing or other filing verifying the bidder is in Good Standing with the Department of Assessments and Taxation of Maryland. Certificates of Status may be obtained on line at <http://www.dat.state.md.us>. This requirement applies to both Domestic and Foreign Bidders (out of state). Foreign entities should contact the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201, to determine and apply for the appropriate documentation.
- 3. **FORMS (TAB C): (include the following)**
  - a. Certificate of Status (State of Maryland Certificate of Good Standing with the Department of Assessments and Taxation)
  - b. Completed Non-Collusion Certificate (Notarized) (Appendix B)
  - c. Completed Debarment Affidavit (Notarized) (Appendix C)
  - d. Completed Anti-Bribery Affidavit (Notarized) (Appendix D)
  - e. Completed Certificate of Insurance (Appendix E)
  - f. Completed Pricing Confirmation (Appendix F) (If Applicable)
  - g. Completed Addenda Acknowledgement form (Appendix G)
  - h. Completed MBE Documents (Appendix H) (If Applicable)
  - i. Bid Bond (Not Applicable)

**Failure to provide any of the requested information or documents in this solicitation may render the bid non-responsive.**

## **PART IV**

### **SCOPE OF WORK**

#### **1.0 INTRODUCTION**

The purpose of this solicitation is to establish contracts for Furnish and Delivery Large Kitchen Equipment solely for the Food & Nutrition Services Department of Prince George's County Public Schools (PGCPS) for the requirements listed in this solicitation.

#### **2.0 SCOPE OF WORK**

It is the intention of these specifications to secure all-inclusive unit prices to fully cover the furnishing of all equipment and labor for the uninstallation/removal of current in-place equipment if required, and installation of Large Kitchen equipment, using equipment specified herein.

The successful vendor will also be responsible for the removal of all existing equipment unless otherwise stated by the Food & Nutrition Services Facilities Supervisor. Prior to installing materials, the vendor will be required to submit to the PGCPS project coordinator, on company letterhead, a letter from the manufacturer or architect confirming that all products being supplied are Asbestos Free.

Bid prices offered shall be all inclusive including, but not limited to labor, equipment and miscellaneous materials to satisfy all specification requirements. All costs shall be included in the bid prices submitted.

All work shall be performed in accordance with the latest applicable laws, codes and regulations of the various regulatory bodies of the State of Maryland, Federal/local Governments, and all other boards or departments having jurisdiction. These laws, regulations and standards will further be considered a part of these specifications and conditions.

All deliveries must be prepaid to the destination (F.O.B. destination) and in no case will collect shipment be accepted.

#### **3.0 DELIVERY**

- 3.1 All deliveries must be prepaid to the destination (F.O.B. destination) and in no case will collect shipments be accepted.
- 3.2 Delivery will be required within 30 calendar days after receipt of a purchase order by the contractor.
- 3.3 Deliveries shall be accepted between 7:00 a.m. and 2:00 p.m., Monday through Friday, except on school holidays or emergency closings. All deliveries shall be scheduled in advance at least 24 hours prior to delivery by contacting the PGCPS onsite representative, which shall be indicated on the purchase order.
- 3.4 The Vendor shall provide inside delivery, set the equipment in place, uncrate, and remove all trash.
- 3.5 Vendor shall dispose of the old equipment off-site only if requested to do so by the Food Services Facilities Supervisor.
- 3.6 Vendor is responsible for shipping or delivery.

#### **4.0 AWARDS**

- 4.1 PGCPS reserves the right to make multiple awards.
- 4.2 Vendor(s) awarded must be factory authorized dealers for the equipment bid.

- 4.3 Successful vendor(s) shall be required to provide on-site warranty service and repair. Third party warranty/repair service will not be considered.
- 4.4 It is the intention of PGCPs to award the contract to the vendor(s) based on best pricing, as well as in accordance with the following criteria:
  - 4.4.1 The ability, capacity and skill of the vendor to perform the contract or provide the required service.
  - 4.4.2 The vendor's capability of performing services promptly and in accordance with the timeframe specified in the solicitation, without delay or interference.
  - 4.4.3 The previous and existing compliance of the vendor with laws and ordinances relating to the contract or services.
  - 4.4.4 The sufficiency of the financial resources and ability of the bidder to provide the service.
  - 4.4.5 The quality, availability and adaptability of the goods or services to the particular use as required.
  - 4.4.6 The ability of the vendor to provide future maintenance and service of the goods during the contract;

## **5.0 WARRANTY/SERVICE/REPAIRS**

- 5.1 The vendor(s) warrants that the items to be delivered are factory new, and to be of the highest quality complying with the specifications and free from all defects whatsoever in workmanship and materials. Equipment with defects discovered at the time of delivery or first use shall be immediately replaced within three business days with defect free equipment. The vendor agrees that any replacements and/or adjustments made necessary because of such defects will be made promptly without any cost to PGCPs and to the satisfaction of PGCPs.
- 5.2 The successful vendor, at no additional expense to PGCPs, shall provide servicing of equipment under warranty. This period is specified under each item on the bid form. Services shall include, but not be limited to providing parts and transportation of equipment for repair and/or adjustment under the warranty requirements. Under no circumstances shall labor and travel time be billed. Effective date of the warranty shall be the day PGCPs places the unit in service and deems it satisfactory. A copy of the warranty proposal shall be included with the bid at opening time, as well as documentation that the vendor is a factory-authorized dealer. Vendors shall acknowledge a service call or written notification from PGCPs within 24 clock hours. The vendor shall have seven (7) business days to complete the repair and return the equipment, if taken off site. If the repair cannot be completed in the specified time due to circumstances beyond the vendor's control, a comparable loaner unit shall be provided, if deemed necessary by PGCPs. The loaner unit shall be provided no later than the eighth (8th) business day.
- 5.3 Successful vendor(s) shall provide and facilitate, at no additional cost to PGCPs, manufacturer training on repair and maintenance of all finalized equipment brand selections associated with this solicitation for PGCPs equipment maintenance and repair technicians on an annual basis for the duration of the contract.

## APPENDIX A - SPECIAL TERMS AND CONDITIONS FOR SEALED BIDS

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Contractor's sole responsibility to insure they are compliant with all applicable federal, state, and county laws, rules, ordinances, statutes, etc., that may impact this contract. The Board shall bear no responsibility for monitoring the Contractor's compliance with said legal requirements. If the Contractor fails to maintain legal compliance, The Board may find said Contractor in default.

### 1. INVITATION TO BID

- a. The Board of Education of Prince George's County ("The Board") invites all interested and qualified vendors to submit sealed bids for the procurement of goods and services in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions
- b. **DEFINITIONS:** For the purpose and clarity of this document only, "The Board" will mean the Board of Education of Prince George's County. Also, for the purpose and clarity of this document, "Bidder" will mean any reliable and interested broker, vendor, contractor, and/or manufacturer that want to bid on this contract.

### 2. GENERAL BID REQUIREMENTS

- a. **AUTHORIZED DEALERS:** Only authorized dealers may bid on requested equipment. At the discretion of The Board, a certificate, executed by the manufacturer, may be requested stating that the Bidder is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.
- b. **INSPECTIONS:** After Bid award, The Board reserves the right to have inspectors on the premises of the manufacturer during the process of manufacture of any products being furnished under this bid for as long as may be considered necessary by The Board. All expenses of the inspectors shall be borne by The Board. The presence of the inspectors at the site of manufacture of the products shall not relieve the Awarded Bidder of responsibility for faulty workmanship of materials that may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications. In case of factory inspection of items being manufactured for The Board, every facility shall be afforded inspectors by the manufacturers for the pursuance of their work.
- c. **TYPES OF PURCHASES:** These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various public schools, offices, or to any designated warehouse or warehouses in Prince George's County, Maryland, whichever is specified, in quantities to be determined subsequent to the bid opening. There are approximately 240 schools and offices in The Board.
- d. **SINGLE PRICE:** The Bidder will not be allowed to offer more than one price on each item even though the Bidder may feel that it has two or more types or styles that will meet specifications. Bidder must determine which to offer. If said Bidder should submit more than one price on any item, all prices for that item will be rejected.
- e. **AGGREGATE BIDS:** Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the Board. When an aggregate bid is requested, the unit prices for each item shall be identified in the bid response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.

- f. **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, A.S.M.E. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications. In case of any apparent conflict between the specifications and such laws, ordinances, etc., the Awarded Bidder shall call the attention of the Board Director of Purchasing & Supply Services to such conflict for a decision before proceeding with any work.
- g. **USE OF BRAND NAMES:** Brand name and model numbers are offered as a reference for Bidders as to the style, size, weight, and other characteristics of the item(s) in the specifications. The use of such brand names should not be interpreted to be the exclusive brand desired unless so stated. The determination of the acceptability and/or the criteria for acceptability of an alternate is solely the responsibility of the Board. (Refer to General Conditions.)
- h. **PRODUCT OFFERED BY THE BIDDER:** The product offered by the Bidder shall be new, not used, and the latest version of the product. Should a product be discontinued and/or upgraded during the course of the contract, the Bidder shall offer to The Board a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.
- i. **COMPLIANCE WITH SPECIFICATIONS:** The awarded Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications, as decided by the Director, Purchasing & Supply Services. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful bidder, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to The Board, which would provide sufficient data to enable The Board to judge the bidder's compliance with the specifications.
- j. **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Bidder, in writing, as an attachment to the bid response. Bidders are fully aware that any deviations may render their bid as non-responsive. The absence of a written list of specification deviations attached to the bid response will hold the Bidder strictly accountable to The Board to the specification as written. After Bid award, any deviation by the Awarded Bidder from the specifications, without prior documented approval, will be grounds for rejection of the goods and/or equipment when delivered.
- k. **SUB-CONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the Board. The Awarded Bidder shall provide the name of the sub-contractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the bid specifications. The information may be used in considering the potential performance capabilities of the sub-contractor(s). The Awarded Vendor shall not, without prior written consent of The Board, assign any of the monies payable under the contract.
- l. **COOPERATIVE PURCHASING:** The Board reserves the right to extend the terms and conditions of this solicitation to any and all other agencies within the state of Maryland as well as any other federal, state, municipal, county, or local governmental agency under the jurisdiction of the United States and its territories. This shall include but not limited to private schools, parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that require these goods, commodities and/or services. This is conditioned



upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies.

Each participating jurisdiction or agency shall enter into its own contract with the Awarded Bidder(s) and this contract shall be binding only upon the principals signing such an agreement. Invoices shall be submitted in duplicate "directly" to the ordering jurisdiction for each unit purchased. Disputes over the execution of any contract shall be the responsibility of the participating jurisdiction or agency that entered into that contract. Disputes must be resolved solely between the participating agency and the Awarded Bidder. The Board does not assume any responsibility other than to obtain pricing for the specifications provided.

- m. **E-COMMERCE:** The Board has entered into an agreement with a third party provider of an e-commerce system. The Awarded Vendor shall provide and maintain an electronic catalog of all applicable supplies and materials during the term of the contract. **(Not Applicable)**
- n. **VISA CREDIT CARD ACCEPTANCE:** The Board of Education of Prince George's County (the Board) is engaged in a Visa Purchasing Card Program to procure product. The Board reserves the right to use, the Visa Card in addition to purchase orders for purchases made under any contract resulting from this solicitation.

### 3. BID PRICES

- a. **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the bid request. All unit prices on items bid shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the bid, the unit price shall govern.
- b. **UNITS OF MEASURE:** Wherever The Board indicates the unit of measure required for bidding purposes and the Bidder's price(s) is based on a different unit of measure than that indicated in the bid proposal, it shall be at the sole discretion of The Board to determine whether the Bidder's price will be recalculated. The Board will not accept any bids with bidder escalator clauses, unbalanced figures, or irregular features.
- c. **CASH DISCOUNTS:** Cash discounts will not be taken into consideration in determining a contract award. All discounts, other than prompt payment, are to be included in the bid price.
- d. **PRICE REDUCTIONS:** The Board reserves the right to accept price reductions from the Awarded Bidder during the term of this contract.
- e. **TAXES:** The Board is exempt from the payment of the Maryland Sales Tax (Tax Exempt Number 30002539) and Federal Excise Tax (Tax Identification Number 52-2064-235). Prices quoted shall not include State Sales and Use Tax or Federal Excise Tax.

### 4. ITEM DELIVERY

- a. **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for The Board shall be delivered F.O.B. Destination. All deliveries must be inside the building. Delivery hours shall be Monday through Friday with the exception of holidays, to offices - between **8:30 a.m. and 2:30 p.m.; to schools – between 9:00 a.m. and 2:30 p.m.** The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc., from the premises after delivery and set up of any furniture and equipment. Drivers must be bonded,

have a clean driving record and have the appropriate training to handle hazardous items. Vendor will have the ability (including all applicable permits and licenses) to handle all types of shipments ranging from letters to multi-carton shipments, including bulky and fragile items. Delivery must include a current MSDS for each hazardous chemical or chemical compound delivered or used by the Vendor at a The Board worksite. The Awarded Vendor shall be liable for the full replacement value of any delivery item lost or damaged.

- b. **SPECIAL DELIVERY INSTRUCTIONS:** Special Instructions for delivery dates, delivery of heavy equipment, materials or machinery requiring special handling, to schools/sites under construction and/or renovation, or refrigerated goods will be defined in the General Terms and Conditions.
- c. **PACKING:** All materials must be securely packed in accordance with accepted trade practices. The Board purchase order number must be plainly visible on the exterior of each container. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information: Purchase Order Number, Vendor Name, Name of the Article, Item Number, Quantity, and Delivery Location, (Example: ABC Elementary School Library). Failure to comply with this condition may be considered sufficient reason to refuse to accept the goods.
- d. **SAFETY REQUIREMENTS:** The Awarded Vendor shall provide all equipment and machinery furnished and delivered to The Board complying with the Safety regulations as required by the Occupational Safety and Health Administration (OSHA) and the Maryland State Safety Health Act known as MOSHA. The Vendor shall sign the safety section, if attached in the bid proposal, certifying the regulations for the type equipment furnished shall meet all regulations applying to this type equipment meeting the CFR-1910 MOSHA Standard. The Vendor shall submit Material Safety Data Sheets (MSDS) for all items awarded to that vendor provided under the terms of this proposal in accordance with OSHA Communication Standard 29 CFR 1910.101, 29 CFR 1910.1200 and 29 CFR 1926.58 or any other applicable state, federal, or local regulation. Prior to delivery of the items awarded, the vendor must submit MSDS sheets to: Prince George's County Public Schools Director of Safety, 13300 Old Marlboro Pike, RM 20, Upper Marlboro, MD 20772
- e. **LIQUIDATED DAMAGES:** In the event the Awarded Bidder fails to deliver the goods or services of the contract in accordance with the specifications, The Board reserves the right to purchase the goods/services on the open market in sufficient quantities to assure the continued operation of The Board. Liquidated damages may be assessed at the rate of 2% of the value for work not completed in accordance with the contract specifications, terms and conditions for each calendar day of delinquency beyond the contracted delivery date.

## 5. GUARANTEE AND WARRANTIES

- a. **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by The Board. Vendor expressly warrants that: (a) The merchandise to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, representation, or sample; that this warranty shall survive acceptance and payment of the merchandise; and that the Vendor will bear the cost of inspection of all goods and services rejected. (b) The Vendor hereby provides a warranty of authorization as to all goods and services. (c) The goods or services furnished must be or have been mined, manufactured, or produced in full compliance with at least the minimum conditions required under the Fair Labor Standards Act of 1938, as amended, and all other applicable local state and federal laws, rules, and regulations to include Department of Transportation (DOT), Food and Drug Administration (FDA) regulations, and the Equal Opportunity Clause contained in Executive Order 11246, as amended. If applicable to the goods or services purchased herein, vendor must also be in full compliance with the Workplace Hazardous Materials Information System (WHMIS) legislation and maintain a written Hazard Communication Plan.

- b. Awarded Vendor, its employees, agents, volunteers, and contractors who may have contact with students must be in compliance with Title 5, Subtitle 5, Part VI, of the Family Law Article of the Maryland Code. All costs thereof shall be borne by the Vendor.
- c. **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all services, materials, and workmanship of all furniture, goods, and equipment furnished by it for a period of one year from the date of acceptance, i.e., delivery and installation, unless a longer period of warranty is specified in the General Terms and Conditions attached to the Bid Request.
- d. **FURNITURE AND EQUIPMENT:** If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of The Board are due to faulty design and installation, workmanship or materials, upon notification, the Vendor, at its expense, shall repair or adjust the equipment or parts to correct the condition, or it shall replace the part or entire unit to the complete satisfaction of The Board. These repairs and/or replacements shall be made at such times as will be designated by The Board to avoid any interruption to the instructional programs.
- e. **OFFICE EQUIPMENT:** Vendor agrees to provide on-site service of equipment within eight (8) hours of notification by school system personnel. Loaner equipment shall be supplied free of charge, during the warranty period if the office equipment cannot be repaired within three (3) working days.
- f. **OTHER EQUIPMENT:** Certain pieces of equipment, machinery, and refrigeration will require guarantees other than detailed above. Refer to General Conditions for requirements on specific equipment.
- g. **MANUFACTURER'S AGENT:** The Vendor shall act as the manufacturer's agent for all warranty claims.

## 6. BONDING - NA

- a. Bidders may be required to provide any Bid Bonds, Performance Bonds, or Payment Bonds. Refer to General Terms and Conditions.

## 7. STABILITY OF FIRM

- a. Bids will not be considered from companies who are currently involved in official financial reorganization or bankruptcy proceedings.

## 8. BID SUBMISSION

- a. **KNOWLEDGE OF TERMS AND CONDITIONS:** Bidders, or their authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the Bidder's own risk and Bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Bidders.
- b. **SUBMISSION:** Bids shall be delivered to the Purchasing Department, 13300 Old Marlboro Pike, RM 20, Upper Marlboro, Maryland 20772 detailed in General Terms and Conditions.
- c. **BIDDER ADDRESS:** Each bid must show the full business address, telephone number, email and fax number of the Bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary.

- d. **PARTNERSHIPS:** Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership.
- e. **CORPORATIONS:** Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of authorization to do so.
- f. **CERTIFICATES AND AFFIDAVITS:** All Bidders shall be required to complete the certificates and/or affidavits that are incorporated into the proposal pages of this specification. Such documents are required by local, state, or federal funding agencies of The Board as part of the bidding process. The documents may include: Anti-Bribery Affidavit, Debarment Certificate, Sales Tax Certification, Minority Business Enterprise affidavit, Small Business Enterprise affidavit, and when applicable, Asbestos Free Certification.
- g. **SPECIAL SAMPLES WITH CERTIFIED APPROVAL:** Bidders may be required to submit two (2) samples of each product awarded with an affidavit stating that the chemical composition of the sample submitted is identical with the composition tested prior to the bid and all remain unchanged during the period of the contract. This requirement shall be part of the specifications of the product or products requested.
- h. **BID PREPARATION FEES:** The Board will not be responsible for any costs incurred by a Bidder in preparing and submitting a proposal in response to a bid.
- i. **BID OPENINGS:** The Board shall receive sealed bids until the date and time indicated on the bid cover sheet. At the time of the bid opening, the Buyer shall open all bids received, read publicly, and record the responses. The Board shall then review all responses and analyze the results of the bidding process. Upon acceptance and approval of the bid(s) by the Board, the Board may grant its approval subject to such conditions as it may deem appropriate. All bids shall be publicly opened at the Facilities Administrative Building, 13300 Old Marlboro Pike RM 20, Upper Marlboro, Maryland 20772 on the date specified on the bid cover sheet. In the event of inclement weather on the due date of a bid and the Board is closed, the bid will be due and opened on the next business day at the same time as specified in the bid or applicable addendum.
- j. **BID EVALUATION:** While these specifications are intended to describe the principal features of the items bid, Bidders are notified that the proposed items will be evaluated for compliance with detailed specifications. The bid specifications shall vary with each individual bid issued, and the award shall be made in accordance with the General Terms and Conditions, which identify an individual line item, group bid or an aggregate basis. Bids shall be awarded to the lowest responsive and responsible Bidder with consideration given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. Evaluation may also be made for other factors such as serviceability, functional suitability, workmanship, safety in use, and overall product quality, where acceptability may be determined on the basis of professional judgment and educational application. The Board will consider the Bidder's record and performance of any prior contracts with The Board, federal departments or agencies, or with other public bodies.
- k. **TIE BIDS:** In the event of tie bids, where all other factors such as past performance on purchases/contracts or Bidder's service or delivery record are considered comparable, the selection of the successful Vendor shall be made by the Director Purchasing & Supply Services via a coin toss.

- l. **BID AWARD:** Bids will be awarded to the lowest responsive and responsible Bidder with consideration given to the quantities, time required for delivery, purpose of the goods/services, competency and responsibility of the Bidder, and the ability of the Bidder to perform satisfactorily. The award may be subject to final review and approval by the Board. Upon acceptance and approval of the bid(s) by the Board, the Board may grant its approval subject to such conditions as it may deem appropriate. In such cases, a Notice of Award will not be issued until the award has been approved by the Board.
- m. **RIGHT TO PROTEST:** The Director of Purchasing and Supply Services shall attempt to resolve informally all protest of bid award recommendations. Vendors are encouraged to present their concerns promptly to the Buyer and/or Purchasing Supervisor for consideration and resolution. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process.
  - 1. An interested party (bidding of standing or offeror) may protest to the Director of Purchasing and Supply Services a proposed award of a contract for supplies, equipment, services, or maintenance. A bidder of standing is a bidder who would be directly next in line for an award should the protest be supported.
  - a. The protest shall be in writing addressed to the Purchasing Supervisor with a copy to the Director and shall include the following:
    - i. The name address and telephone number(s) of the protester.
    - ii. Identification of the solicitation
    - iii. Statement of reasons for the protest
    - iv. Supporting documentation to substantiate the claim
    - v. The remedy sought

The protest must be filed with the Purchasing Office within five (5) calendar days of the recommendation of award or notification to the bidder or offeror that their bid or proposal will be rejected.

- 2. A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.
- 3. The Director of Purchasing shall inform the Chief Financial Officer (CFO) upon receipt of the protest.
- 4. The Director of Purchasing shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

**n. APPEAL OF CONTRACT AWARD DECISION**

- 1. The Director of Purchasing shall issue a decision in writing. Any decision of a bid award protest may be appealed to the CFO within two (2) days of issuance of the decision by the Director of Purchasing.
- 2. Any decision of a bid award protest may be appealed to the Board of Education within thirty (30) days of issuance of the decision by the CFO.
- 3. A vendor who remains unsatisfied after following the procedures may contest a contract awarded by the Board by filing an appeal to the Maryland State Board of Education as provided by Maryland's public school law.

4. The Board reserves the right to award during protest and or during an appeal, if a determination that execution of the contract without delay is necessary to protect substantial State and Board interest.
5. The Bidder shall refer to the General Terms and Conditions attached to the bid for details regarding the Term of Contract for this bid.

## **9. COMMENCEMENT OF SERVICES**

- a. The Board shall have no obligation to pay for services performed before the Notice of Award is executed; Board approves the contract or after the contracts ends. The Board shall have no obligation to pay for services in excess of the monetary amount of the award. The Board shall have no obligation to pay for services before a purchase order is issued.

## **10. ADDENDA**

- a. **QUESTIONS/INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Supplier orally. To be given consideration, inquiries must be received as outlined in Part II Item 4.0. Inquiries are to be sent in writing via email to the Buyer. The subject field of the e-mail must include "INQUIRY" and the Bid name and number.
- b. **ISSUANCE:** Any changes to the bid specifications will be made through the appropriate addenda. Failure of any Bidder to receive such addenda or interpretation shall not relieve any Bidder from any obligations under this bid as amended by all addenda. All addenda so issued shall become part of the award.

## **11. ANNULMENTS AND RESERVATIONS**

- a. **RIGHT TO REJECT:** The Board reserves the right to exercise its statutory option to reject any or all bids and re-advertise for other bids. The Board reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the Board also reserves the right not to order any items(s) within the specification.
- b. **WAIVER OF TECHNICAL DEFECTS:** The Board reserves the right to waive minor technical defects or minor irregularities, if in its judgment the interest of The Board shall so require.
- c. **CONTRACT RESERVATIONS:** The Board reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon The Board materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of The Board to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including but not limited to Acts of GOD, war, flood, governmental restrictions, or the inability to obtain transportation, The Board reserves the right to purchase the required articles in the open market, or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including but not limited to Acts of GOD, war, flood, governmental action, or the inability to obtain transportation, The Board reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.
- d. **AUTHORITY TO DEBAR OR SUSPEND:** The Purchasing Director shall have the authority to debar a person or company for cause from consideration for award of contracts.

## 12. TERMINATION OF CONTRACT

- a. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The Board may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Vendor. The Board shall pay for all of the purchases, if any, incurred up to the date of the termination notice.
- b. **TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The Board. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the vendor, this Contract may be terminated.
- c. **TERMINATION FOR CONVENIENCE:** The Board has the right to withdraw from the terms of the contract, without liability or showing cause, by providing ten (10) calendar days' written notice to the Vendor. The Vendor shall be compensated for services rendered prior to the date of termination.

## 13. GOVERNING LAW

- a. The bid shall be construed in accordance with, and interpreted under, the laws of the State of Maryland. Any lawsuits arising out of such bid shall be filed in the Circuit Court of Prince George's County, Maryland.

## 14. CONTRACT TERMS AND CONDITIONS

- a. **SUBMISSION OF INVOICES:** Supplier agrees to accept the line item price on the purchase order as final payment. The Board reserves the right to short-pay any line item invoice price on the invoice that does not agree with the line item price shown on the purchase order. All invoices are to be submitted promptly showing Purchase Order number, and name and address of recipient and shall be mailed to Prince George's County Public Schools, Accounts Payable Office, 14201 School Lane, RM 130, Upper Marlboro Maryland 20772 (unless otherwise noted). A second copy (Delivery Ticket) shall be sent with the material to the appropriate location at the time of delivery.
- b. **INCORRECT INVOICES:** Invoices will be returned for correction unless they contain the following information: Item Numbers, Description of Item, Quantity, Unit Price extensions, and total. Each invoice shall reflect the Board Purchase Order Number, Ship to Location, and all the items on the invoice shall be listed in the same sequence as listed on the Purchase Order.
- c. **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on Purchase Order. Partial payments may be paid if partial shipments have been made.
- d. **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the goods and materials have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when goods and materials were accepted by the Board, then the Board shall have no obligation to pay for the stale invoices.
- e. **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of the Board. Vendor and its employees, agents, volunteers and contractors shall maintain the confidentiality of all medical, psychological, and student records in compliance with federal and

state laws. Additionally, Vendor shall procure from the parent or guardian of each student receiving services hereunder a written consent in favor of Vendor and The Board for the mutual disclosure of such records by and among the Vendor, The Board and The Board' employees, agents, volunteers and contractors.

- f. **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless the Board of Education and their respective elected/appointed officials, employees, departments, agencies, agents and volunteers from any and all claims, demands, suits, and actions, including attorneys' fees, litigation expenses and court costs, connected therewith, brought against the Board, the Board and their respective elected/appointed officials, employees, departments, agencies, agents, and volunteers, arising as a result of any direct or indirect, willful, or negligent act or omission of the Consultant or its employees, agents, or volunteers.

**15. INSURANCE:**

- a. The contractor must maintain and pay for Comprehensive Business Insurance to protect their claims under the Workers' Compensation Act, from claims or damages because of bodily injury to others, including employees of the BOARD, damage to the property of others, including the BOARD, claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by themselves or by any sub-contractor or anyone directly or indirectly employed by either of them, and Product Liability Insurance. Said insurance is to cover the duration of the contract under an express or implied warranty.
- b. The following coverages and limits are required of all vendors:
1. Worker's Compensation and Employer's Liability in the amount required by statutory regulations.
  2. Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance including residual liability insurance under Maryland Insurance Law) at not less than One Million Dollars (\$1,000,000) per occurrence for all claims arising out of bodily injuries or death and property damages. The insurance shall apply to any owned, non-owned, leased, or hired automobiles used in the performance of this Contract.
  3. Commercial General Liability Insurance in the amount of not less than \$1,000,000 per occurrence for claims arising out of bodily injuries or death, and property damages, subject to a minimum limit of and \$3,000,000 aggregate. Such insurance shall include contractual liability insurance.
  4. Professional Liability, Errors and Omissions Insurance at a limit of not less than One Million Dollars (\$1,000,000) in the event the service delivered pursuant to this Contract, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this Contract shall mean any services provided by a licensed, certified or otherwise documented professional.
- c. The certificate on this insurance shall be made in favor of the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983** and indicate paid up coverage for the term of the contract.
- d. The certificate of insurance **TO BE SUBMITTED** to the PURCHASING OFFICE, FACILITIES ADMINISTRATION BUILDING, 13300 OLD MARLBORO PIKE, ROOM 20, UPPER MARLBORO, MARYLAND 20772-9983.



e. It will be the responsibility of the successful bidder(s) to ensure that a **current** Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

g. The cost of the above insurance shall be considered an overhead or operating expense to the Contractor, similar to rental costs, utilities, automobile liability insurance, and other business related expenses. **The premiums or costs to provide the above insurance shall not be directly related to the cost of the work or services specified in this Invitation for Bid.**

## **16. NON-ASSIGNABILITY**

- a. This contract shall not be assigned, or services subcontracted in whole or in part without the written consent of the Board. Any attempt to do so without such written consent shall be null and void of no effect.

## **17. INDEPENDENT VENDOR**

Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.

## **18. GENERAL RECORDS CLAUSE**

The Vendor shall agree that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by The Board and made available by the Vendor to the Board and/or its designated agents at any time upon reasonable prior notice, during performance under this Contract and for a period of five (5) years after final payment or such longer period of time as required by law or rule or regulations.

## **19. SOLE AGREEMENT**

This Contract constitutes the sole agreement between the parties hereto and no amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties. Any prior verbal agreements or bids shall not be considered a part of this Contract.

## **20. PROTECTION OF PROPERTY**

Vendor will use reasonable care to avoid damaging existing buildings, equipment, and property at The Board sites and all material furnished by The Board. If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to the Board as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.

## **21. PUBLIC STATEMENTS**

Vendor shall not use or reference the Name or Emblem of the Prince George's County Public Schools in issuing any press releases or otherwise making any public statement with respect to this Contract (unless such press release or statement is required by applicable law regulation or the requirements of any listing agreement with any applicable stock exchange), without the prior written consent of The Board, whose consent will not be unreasonably withheld. Purchase by the Board of any articles, material, merchandise, or service does not imply that the Board has either adopted or endorsed the product of service, and the use by any manufacturer, Vendor, merchant or other person of the name or emblem of the Board in any advertisement that they are furnishing products or services is not authorized. The

unauthorized use of the name or emblem of the Board is prohibited by the United States Criminal Code - Section 706.

## **22. BID FORM**

All pricing submitted shall be prepared and submitted using the enclosed Bid Form and not using other forms or formats. Bidders, who modify the Bid Form or include supplemental pricing or conflicting cost information, will be considered non-conforming and the bid will be rejected.

## **23. SENSITIVE INFORMATION**

The bidder shall not publish or otherwise disclose, except to the board and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in publications whereby the information or data furnished by or about particular person or establishment can be identified, except with the consent of such person or establishment.

The parties shall not use or disclose any information about a recipient receiving services from, or otherwise rerolled in, a PGCPs program affected by or benefiting from services under this bidder for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations.

## **24. NON-HIRING OF EMPLOYEES**

No employee of the Board shall be employed or encouraged to become employed by the bidder.

## **25. RELATIONSHIP TO THE BOARD**

The bidder will be legally considered as an independent contractor and neither the firm nor its employees will, under any circumstances, be considered an employee or agent of the Board. The Board will not be legally responsible for any negligence or other wrong doing of the contractor, its servants or agents.

## **26. AVAILABILITY OF FUNDS**

BOARD for the purchase of such articles. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual Board appropriations for the fiscal year(s) involved.

## **27. INFRINGEMENT OF PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OTHER INTEREST**

The following terms apply to any infringement, of claim or infringement, of any patent, trademark, copyright, trade secret or other proprietary interest based on the manufacture, normal use or sale of any material, equipment, programs or services furnished by Respondent to the Board, unless such infringement or claim results from the Respondent following written instruction or directions of The BOARD. Respondent shall indemnify the Board, for any loss, damage, expense, or liability that may result by reason of any such infringement or claim. Respondent shall defend or settle, at Respondent's own expense, any action or suit for which Respondent is responsible hereunder. The Board shall notify Respondent promptly of any claim or infringement for which Respondent is responsible and shall cooperate with Respondent in every way to facilitate the defense of any such claim.

## **28. NON-DISCRIMINATION**

The Contractor is to conduct business in a non-discriminatory manner prohibiting discrimination in any manner against any employee or applicant for employment because of sex, race, creed, color, age, mental or physical disability, sexual orientation or national origin.

## **29. LEGAL COMPLIANCE**

Contractor shall comply in all respect with Federal, State (including Maryland Motor Vehicle laws) and Local Regulations, including laws regarding eligibility to work in the United States. The provisions of this Contract shall be governed by the laws of Maryland. Any disputes, legal cases or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law. Additionally, if applicable, all materials, supplies, equipment, or services supplied, as a result of this Contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.

Specifically, contractor shall comply with all applicable laws and regulations relating to the employment of aliens, such failure, shall constitute a material breach of contract. It is a mandatory requirement of this contract that employees of contractor and contractor's subcontractors are screened through the Federal Government's E-Verify system, found at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify). This is a "no fee" service.

## **30. EPA COMPLIANCE**

Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.

**APPENDIX B - NON-COLLUSION CERTIFICATE  
(TO BE SUBMITTED WITH BID)  
IFB 005-21  
FURNISH AND DELIVER LARGE KITCHEN EQUIPMENT**

I HEREBY CERTIFY that I am the \_\_\_\_\_ and the duly authorized

representative of \_\_\_\_\_

whose address is \_\_\_\_\_ and

THAT NEITHER I nor, to the best of my knowledge, information, and belief, the above firm nor any of its other representatives I here represent:

(a) Have agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;

(b) Have in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

In making this affidavit, I represent that I have personal knowledge of the matters and facts herein stated.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
PRINTED OR TYPED NAME)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

x\_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

**APPENDIX C - DEBARMENT AFFIDAVIT  
(TO BE SUBMITTED WITH BID)  
IFB 005-21  
FURNISH AND DELIVER LARGE KITCHEN EQUIPMENT**

\_\_\_\_\_, being first duly sworn deposes and says that he is an officer in the \_\_\_\_\_ and the party making a certain proposal or bid dated, \_\_\_\_\_ 20\_\_\_\_, to the Board of School of Education of Prince George's County Public:

I further affirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

\_\_\_\_\_

\_\_\_\_\_

I further affirm that:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
- \_\_\_\_\_
- \_\_\_\_\_

Signature of:

x \_\_\_\_\_  
Bidder, if the bidder is an individual

Partner, if the bidder is a partnership

x \_\_\_\_\_

x \_\_\_\_\_  
Officer, if the bidder is a corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

x \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

**APPENDIX D - ANTI-BRIBERY AFFIDAVIT  
(TO BE SUBMITTED WITH BID)  
IFB 005-21  
FURNISH AND DELIVER LARGE KITCHEN EQUIPMENT**

\_\_\_\_\_, being first duly sworn deposes and says that he is an officer in the organization known as \_\_\_\_\_ and the party making a certain proposal or bid dated, \_\_\_\_\_ 20\_\_\_\_, to the Board of Education of Prince George's County:

I further confirm that: Neither I, nor to the best of my knowledge, information, and belief, the above business (as in defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland Law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court or administrative body, sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of:

x \_\_\_\_\_  
Bidder, if the bidder is an individual

Partner, if the bidder is a partnership

x \_\_\_\_\_  
Officer, if the bidder is a corporation

x \_\_\_\_\_  
Officer, if the bidder is a corporation

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

x \_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

**APPENDIX E - CERTIFICATE OF INSURANCE COVERAGE  
(TO BE SUBMITTED WITH BID)  
IFB 005-21  
FURNISH AND DELIVER LARGE KITCHEN EQUIPMENT**

CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME OF SURETY: (TYPE OR PRINT) \_\_\_\_\_

NAME OF AGENT: (TYPE OR PRINT) \_\_\_\_\_

AGENT'S PHONE NO: \_\_\_\_\_

The below signed hereby certifies that the following information is true and correct.

TYPE OF COVERAGE	MINIMUM REQUIRED LIMITS	POLICY OR BINDER NUMBER	ACTUAL LIMITS PROVIDED	EXPIRATION DATE
COMMERCIAL GENERAL LIABILITY OCC	\$1,000,000			
COMMERCIAL GENERAL LIABILITY AGG	\$3,000,000			
BUSINESS AUTOMOBILE LIABILITY	\$1,000,000 PER OCCURRENCE			
WORKMAN'S COMP	MARYLAND STATE MINIMUM COMPENSATION STATUTORY			
EMPLOYERS LIABILITY	AS REQUIRED BY STATUTORY REGULATIONS			

( ) LIMITS ON ABOVE POLICY WILL BE INCREASED      ( ) ABOVE POLICY NOW IN EFFECT

( ) POLICY WILL BE OBTAINED/ISSUED ON \_\_\_\_\_

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

- The Board of Education of Prince George's County is hereby named as Additional Insured.
- The policy(s) cannot be reduced or cancelled without at least forty-five (45) days prior written notice to the Board of Education of Prince George's County.
- The insurance company is prohibited from pleading government function in the absence of any specific written authority by the Board of Education of Prince George's County
- The policy(s) will be automatically included and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.
- The Board of Education of Prince George's County is hereby granted authority to contact the agency directly to confirm information or obtain copies of certificates of insurance. The Board of Education of Prince George's County bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to the Board of Education of Prince George's County. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

The successful bidder will be required to provide insurance coverage as shown in General Conditions of Bid and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. This can be done by one of the two following methods:

1. Complete form "CERTIFICATION OF INSURANCE COVERAGE" or
2. Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:

"The Board of Education of Prince George's County is hereby named as Additional Insured."

"The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to the Board of Education of Prince George's County."

"The insurance company is prohibited from pleading government function in the absence of any specified written authority from the Board of Education of Prince George's County."

"The policy(s) will automatically include and cover all phases of work, equipment, persons, etcetera which are normally covered while performing work under the above contract, whether specifically written therein or not."

Regardless of the method used, the form MUST be totally complete, MUST show that all Limits of Insurance are or will be met, and MUST be signed by the Agent.

Failure to provide the required insurance coverage by either of the two (2) methods described above when the bid is submitted may result in rejection of your bid as being non-responsive.

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**(AUTHORIZED AGENT'S SIGNATURE)**

---

**(DATE)**



**APPENDIX F – PRICING CONFIRMATION  
(TO BE SUBMITTED WITH BID)  
IFB 005-21  
FURNISH AND DELIVER LARGE KITCHEN EQUIPMENT**

CONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TO: BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY

We propose to provide LARGE KITCHEN EQUIPMENT to the Board of Education of Prince George's County in accordance with Scope of Work, General Terms and Conditions, and Special Terms and Conditions of IFB 005-21.

**Instructions:**

Each vendor shall provide a fixed price for each cost item listed on the Bid Form. *Bidders must bid on all items listed or no bid. Price shall be fixed for the initial contract award year(s).*

The undersigned agrees to furnish all labor, materials, and services necessary to provide LARGE KITCHEN EQUIPMENT for Board of Education of Prince George's County in accordance with the attached specifications, and other related contract documentation.

**Vendors must complete all cost items on the included Bid Form or insert NO BID**

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Email Address \_\_\_\_\_

**APPENDIX G - ADDENDA ACKNOWLEDGEMENT  
(TO BE SUBMITTED WITH BID)  
IFB 005-21  
FURNISH AND DELIVER LARGE KITCHEN EQUIPMENT**

**(If applicable) Please complete and return with your bid response.**

**I the undersigned acknowledge the receipt of the following addenda to this solicitation**

**Addendum #1- Date Received \_\_\_\_\_**

**Addendum #2 - Date Received \_\_\_\_\_**

**Addendum #3 - Date Received \_\_\_\_\_**

**Addendum #4 - Date Received \_\_\_\_\_**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Vendor Name**

\_\_\_\_\_  
**Email**

\_\_\_\_\_  
**Contact Phone Number**

**APPENDIX H- MBE DOCUMENTS**  
**IFB 005-21**  
**FURNISH AND DELIVER LARGE KITCHEN EQUIPMENT**

**INSERT MBE DOCUMENTS**

***This document must be completed, signed in blue ink by an authorized company official & submitted with your bid response.***

Contractor \_\_\_\_\_ Bid No. \_\_\_\_\_

Address \_\_\_\_\_

City, State and Zip \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**FOR MINORITY USE ONLY**

LOCALLY BASED MINORITY BUSINESS: PGC MBE \_\_\_\_\_ PGC MWE \_\_\_\_\_ MD MBE \_\_\_\_\_  
MD MWE \_\_\_\_\_

INDICATE IF YOU ARE A MINORITY BUSINESS CERTIFIED BY:

P.G. COUNTY GOVERNMENT: Certification No.: \_\_\_\_\_

MD. STATE DEPT. OF TRANSPORTATION: Certification No.: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title- Authorized Official

If a corporation, it was organized under the laws of the state of, in the year \_\_\_\_\_ a  
partnership, list names of partner \_\_\_\_\_.

**APPENDIX I - REFERENCES**  
**IFB 005-21**  
**LARGE KITCHEN EQUIPMENT**

**Client Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Services Provided:** \_\_\_\_\_

**Date(s) of services:** \_\_\_\_\_

**Contact Name & Title:** \_\_\_\_\_

**Phone No:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Client Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Services Provided:** \_\_\_\_\_

**Date(s) of services:** \_\_\_\_\_

**Contact Name & Title:** \_\_\_\_\_

**Phone No:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Client Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Services Provided:** \_\_\_\_\_

**Date(s) of services:** \_\_\_\_\_

**Contact Name & Title:** \_\_\_\_\_

**Phone No:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_